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PART VI.

PUBLIC ADVERTISEMENTS.

FOREST DEPARTMENT.

MYSORE FOREST DEPARTMENT.

SHIMOGA DIVISION.

Notification dated 3rd September 1929.

Tenders are invited for the purchase of the exclusive right of collecting Tangadi (Avaram) bark (Cassia auriculata) and Kakke (Cassia fistula) barks on all Government unoccupied lands and State Forests from 1st July 1929 to 30th June 1931 in the Taluks of Shimoga and Tirthahalli, so as to reach the District Forest Officer, not later than 12 noon on Monday the 30th September 1929.

Remarks.—Includes produce on all Government unoccupied lands, Amrit Mahal Kavals, Plantations and State Forests and excludes the produce of Inam, Jodi, Kayamgutta, Survamanya and other lands which are in the occupancy of private individuals.

N.B.—Removal of Kakke bark in Plantations is prohibited.

The Government will not make any extra demand for lands resigned from occupation and the lessee shall not be entitled to any rebate on account of lands taken up for cultivation during the currency of the lease.

2. Each tender should be superscribed "Tender for the purchase of Tangadi and Kakke Barks" and should be accompanied by a deposit of Rs. 200 in currency notes which will be returned in the case of unsuccessful tenderers. Each tenderer should produce a solvency certificate from the Amildar of the taluk in which he resides, in regard to his solvency.

3. Tenders from defaulters on account of previous leases will not be accepted.

4. The highest tenderer shall ordinarily be the purchaser.

5. The Conservator of Forests reserves to himself the right to accept or reject the highest or any other tender without assigning any reason therefor.

6. The names of accepted tenderers will be put up on the Notice Board of the Office of the District Forest Officer, Shimoga, and this must be accepted as sufficient intimation of the fact.

7. Within three days of the acceptance of tender, the purchaser shall credit into the Government Treasury, one-quarter of the total sale amount including the deposit of Rs. 200, together with local, railway and other cesses, *on the full lease amount* at the rates prevailing in the District. In default, the deposit already made will be forfeited and the right resold either by auction sale or inviting tenders. Such resale will be at the risk of the defaulting purchaser who will be liable to make good any loss that may result to Government by it, but will have no claim to any surplus accruing therefrom. Such losses shall be recoverable as an arrear of Land Revenue.

8. Within three days of the notice of acceptance of the tender, the successful tenderer shall execute an agreement, at one for each unit, with one or more sureties to the satisfaction of the District Forest Officer of the District concerned, on a stamped paper of the value of ten annas procured at his own cost, and also furnish security deposit of Rs. 500 or one-quarter of the sale amount whichever is less, for each unit, for the due fulfilment of the conditions of the contract, in the shape of Government Savings Bank Deposit. In default either to execute the agreement with the necessary sureties or to furnish the required security, or both, the contract will be cancelled, all the monies already paid, forfeited to Government, and the right resold either by auction sale or inviting tenders, at the defaulter's risk. He shall have no claim to any surplus accruing from such re-sale, but shall be liable for the loss arising therefrom, which will be recovered as an arrear of land revenue under Section 79 of the Mysore Forest Regulation. After executing the agreement and furnishing the security, the successful tenderer shall before entering on the collection of the bark, obtain from the District Forest Officer a permit in the prescribed form athorising him to commence the bark collection.

N.B.—(i) The solvency and the respectability of the sureties should be proved to the satisfaction of the District Forest Officer and the sureties shall be held responsible for all payments to be made under the lease and for the due fulfilment of all the conditions of the contract.

(ii) A sample form of the agreement may be seen at any of the District Forest Offices.

9. The balance of the sale amount shall be paid in three equal instalments at intervals of four months, as follows :—

First instalment on or before 1st November 1929.
Second instalment on or before 1st March 1930.
Third instalment on the 1st July 1930 or the next working day, if 1st July 1930 is a General Holiday.

10. In default to pay the instalments on the due dates, his contract shall be cancelled and the right resold, the defaulter being liable for any deficit in the amount due to Government less the amount already paid. He shall have no claim on the surplus accruing from such resale, but shall be liable to the loss arising therefrom, which shall be recovered as an arrear of land revenue under section 79 of the Mysore Forest Regulation or any other law for the time being in force. Interest at 9 per cent per annum, will be charged on all arrears of lease amount permitted to be paid after the due date but before the resales.

11. No concession of any kind will be shown to the contractor for loss on any account.

Further conditions to be entered in the agreement are :—

(*a*) The lessee shall hold himself responsible to prevent the cutting of tender stems under one year by himself, his servants or agents.

(*b*) The lessee shall furnish a list of sub-contractors, agents or maistries and servants who may be appointed by him for the collection of the bark.

(*c*) The lessee shall work out the lease himself and not transfer or sublet it to others without the previous sanction of the District Forest Officer.

(*d*) The barked wood shall be the property of the lessee.

(*e*) The coolies employed by the lessee must take permits from the Range Officers when they enter State Forests.

(*f*) The lessee shall keep accounts showing the quantity of the bark collected and removed in accordance with the lease and to permit the inspection of such accounts by any Forest Officer of and above the rank of a Ranger having jurisdiction within the area referring to the lease, and officers of the Revenue and Police Departments of and above the rank of an Amildar or Police Inspector, respectively.

(*g*) The lessee shall render every month to the District Forest Officer in the prescribed from, an account of the number of cart-loads of tangadi and kakke barks collected and carted during the month.

(*h*) The lessee shall provide printed licenses and passes in triplicate for the collection and for the export of the bark under his signature. In the latter case, each cart-load, must be covered by a pass. These licenses and passes which will be in books shall be obtained from the Range Forest Officer and will have a seal of the District Forest Officer impressed. The

duplicate copies will be submitted to the Range Forest Officer on the day on which the license or pass is issued. When the books are completed, the counter foils should be returned to the District Forest Officer through the Range Forest Officer and fresh supply obtained.

NOTE.—(i) Forest forms approved in Government Order No. G. 6119-21—Ft. 178-28-2, dated 20th November 1928, shall be used.

(ii) Unused licenses and books remaining with the lessee on 31st July 1931, shall be returned to the District Forest Officer and before the lessee claims the refund of the security deposit.

(*i*) The lessee or sub-lessee, his agents or maistries and servants shall be held responsible for any fires caused by negligence either by themselves or by their workmen and shall prevent the occurrence of fires in the Forests in which they may be working and render prompt assistance in extinguishing such fires as may break out accidentally.

(*j*) They will also be liable under the Forest Regulation, irrespective of any action that may be taken under the contract.

They shall remove out of the limits of the District before the 31st July 1931, all bark collected and stored under the terms of the lease.

(*k*) Neither the lessee or sub-lessee, nor his employees, shall enter the State Forests either before sunrise or after sunset.

(*l*) No collection of the bark will be permitted in the State Forests during the fire season, *i.e.*, from the 15th February to end of April of each year.

(*m*) The lessee or sub-lessee shall not interfere with the recognised rights of Inamdars.

(*n*) The lessee or sub-lessee shall hold himself responsible for the acts of his agents or servants in the business of collection and transport.

12. In the event of breach of any of these conditions, the lease will be cancelled or the security amount forfeited in whole or in part or both these penalties will be enforced at the discretion of the District Forest Officer. In the case of mere forfeiture of the security deposit amount, the difference will be made good immediately by the contractor, and in the case of the concellation of the lease, the right will be resold, the lessee not being entitled to moneys already paid by him or for the subsequent excess realisations by resale, the deficit, if any, that may result from such resale being recovered from him as an arrear of Land Revenue.

Notification dated 2nd September 1929.

It is hereby notified for general information that the right of collecting and removing the canes in Agumbe and Balehalli State Forests of Agumbe Range, subject to the exercise of rights of the villagers will be sold by the District Forest Officer, Shimoga Division, at Agumbe on 5th October 1929.

The collection period shall extend till the end of June 1930.

The successful bidder shall immediately after the sale, pay one-fourth of the sale amount together with local cess at one anna per rupee, Railway cess at 3 pies per rupee and Education cess at 6 pies per rupee on the entire amount of sale. In default, the right will be resold at his risk. If the deficit amount be not paid, it will be recovered as arrears of land revenue.

Within fifteen days of the intimation of the confirmation of the sale, the accepted bidder shall pay the balance of the lease amount in full and enter into an agreement on a duly stamped paper binding himself to the conditions specified hereunder.

The sale is subject to the confirmation of the District Forest Officer or the Conservator of Forests as the case may be.

The lessee shall deposit a sum of Rs. 50 for the due fulfilment of the conditions of the contract in the shape of Government Savings Bank Deposit.

Conditions.

1. Canes should be extracted without injuring the roots of the clump. Tender ones should on no account be extracted.
2. At least three shoots in a clump should be left untouched.
3. The lessee or his agents or servants shall not injure any tree or other Forest Produce while collecting canes.
4. The lessee shall be held personally responsible for any damaging acts of his agents or servants during the collection of canes.
5. The lessee shall not sublet the contract without permission from the District Forest Officer.
6 Coolies employed by the lessee must take permits from the Range Officer, Agumbe Range, when they enter forests for collection.
7. The produce should be removed from the limits of the Forests by the end of June 1930.
8. The lessee shall be held personally responsible for the occurrence of fire in the Forest, if there is sufficient ground for the Department to think that it has been caused by his negligence or by the act of his employees.

9. The lessee shall keep and render accounts every month to the District Forest Officer of the produce collected and removed by him during the month. His accounts will be liable for the inspection of the Conservator of Forests or the District Forest Officer on any other officer deputed by either of them.

In the event of the breach of any of the above conditions, the lease will be liable to be cancelled and the lessee fined to the extent of Rs. 5, at the discretion of the District Forest Officer.

Notification dated 4th September 1929.

Notice is hereby given under section 40 of Mysore Forest Regulation that 2 sampige logs of the following dimensions are remaining unclaimed in the compound of the Koti at Tirthahalli.

Persons having any claims to the said timber are requested to present a statement of their claims to the undersigned within a month from the date of publication of this notice and establish their claims, failing which the timber will lapse to Government under section 42 of the Mysore Forest Regulation.

		Length.	*Girth.*	*C.ft.*
(1)	Sampige ...	12′—6″	6′—3″	30—6
(2)	do ...	10—3	4—6	12—11

P. KRISHNASWAMI RAO,
District Forest Officer.

BHADRAVATI FOREST DIVISION.

Notification dated 5th September 1929.

Sealed tenders will be received in the Office of the District Forest Officer, Bhadravati Division, up to 2 P.M. on the 21st October 1929 for the right of felling and removing of standing trees marked for felling by the Department in the undermentioned coupes of the State Forests in the Muthodi Range, for the year 1929-30 as follows :—

Name of Sub-Division	Name of Forest	Name of working circle	No. of the coupe and year	Area in acres	Number and kind of trees marked for felling		Approximate minimum quantity to be removed	Remarks
					Kind	Number of trees marked		
							C.ft.	
Hebbe	Muthodi	Muthodi	XIX 29—30	200	Teak ..	19	1,000	The coupe is contiguous to that of last year and the distance from Chikmagalur-Narasimharajapura Road is about 3 miles.
					Honne ..	36	1,500	
					Bite ..	20	1,000	
					Matti ..	121	4,500	
					Nandi ..	10	500	
					yettiga ..	14		
					Hunnal ..	123	6,500	
					Tadasal ..	49		
					Other ..	80		
					Total ..	472	15,000	
			Arrear coupe XVIII 28—29	Balance 75 unworked	Teak ..	6	750	
					Honne ..	16	700	
					Bite ..	16	500	
					Matti ..	48	1,400	
					Other ..	221	5,000	
					Total ..	307	8,350	

1. The tender should be superscribed as "Tender for the right of felling and removing of standing trees". The rate should be per c.ft. of each kind written distinctly in words as well as figures.

2. Each tender should be accompanied with the earnest deposit of Rs. 100 in currency notes which will be returned in the case of unsuccessful tenderers.

3. The final acceptance of the tender rests with the Conservator of Forests or the District Forest Officer as the case may be who reserves to himself the power of accepting or rejecting any tender without assigning any reason therefor.

Conditions.

4. Tender of defaulters to the department will not be accepted.

5. Tender should accompany with a solvency certificate as under the Tangadi Sale Rules.

N.B.—It should be clearly noted that the contractor should make his own arrangements for the removal of timber in the coupe and that the Forest Department will not undertake any responsibility in the matter of opening roads, etc.

Departmental elephants can be hired when available for dragging timber on payment of hire of Rs. 6 per male and Rs. 5 per female elephant per day of six hours, rations to the elephants being supplied by the hirer at his own cost.

6. Within a week from the date of intimation of the acceptance of the tender the concontractor whose tender is accepted shall deposit a sum of Rs. 100 as security towards the due fulfilment of the conditions of the contract and shall pay up within that period the full amount of the minimum quantity that will be fixed by the District Forest Officer in advance as per conditions (*e*), noted below and shall execute an agreement on a stamped paper of proper value accepting the above terms and the terms specified below failing which the amount already paid will be forfeited to Government and the produce resold or worked by the department at the risk of the defaulting contractor. Interest at 9 per cent per annum will be charged on all arrears of lease amount if permitted to be paid after the due date but before resale. He will be liable for the loss if any that may result by resale or departmental working which will be recoverable from him as an arrear of Land Revenue but not participate in any gain.

The following are the further conditions to which the contractor should bind himself:—

(*a*) That he shall fell and remove the timber purchased by him before the 15th June 1930.

(*b*) That he shall make the fellings of the trees in consecutive order as they are marked without picking or choosing and without causing damage to the surrounding growths.

(*c*) That he shall fell the trees he has purchased and dress the logs on the spot, and shall not remove such logs as the District Forest Officer may declare to be unsound and unfit for sale without recourse to sawing. The District Forest Officer's decision regarding the over dressing of logs shall be final and the contractor shall pay such amount for wastage as may be fixed by the District Forest Officer.

(*d*) That only saws shall be used for cutting up the logs into the required lengths and that only white wood, knots and flutes shall be removed while dressing the log and no unnecessary waste shall be caused.

(*e*) That he shall bind himself to pay in advance the value of the minimum quantity of timber to be fixed by the District Forest Officer and shall remove all marketable portion of a tree either in logs pieces or poles.

(*f*) That he will not be eligible for any refund of advance revenue if the minimum quantity so fixed is not removed, but any excess quantity removed shall be paid for at tender rates.

(*g*) That no timber prepared out of any tree shall be removed unless it is measured and stamped at the stump by the Range Officer or such other officer as the District Fosest Officer may authorise and until it is duly paid for.

(*h*) That each consignment of timber shall be covered by a passport issued by the Range Officer or any other officer deputed by the District Forest Officer in this behalf.

(*i*) That he shall abide by the rules of the department as regards the kindling of fires and shall hold himself responsible for any forest offences committed by his agents, employees or workmen.

(*j*) That if any tree other than the one bearing the departmental stamp or a tree that has not been purchased is felled, he shall pay a fine not exceeding Rs. 15 for each such tree.

(*k*) That no operations shall take place in the forest after sunset and before sunrise.

(*l*) That he shall not sublet the contract to any body except with the written sanction of the District Forest Officer.

(*m*) That he shall have no right whatsoever over the coupe and over the timber paid for but left unremoved in any of the coupes, after the 30th June 1930.

(*n*) That he shall maintain a register in the form prescribed by the District Forest Officer showing the number of trees felled and outturn of timber from each of them and shall keep it open for the examination of Forest Officers above the grade of guards.

(*o*) That for any breach of any of the conditions of the contract by the contractor, or his agents, the contract shall be void at the option of the District Forest Officer and that the latter may, after issuing to the contractor a notice of concellation of contract enforce forfeiture of all or any part of the deposit and shall resell the right or work it departmentally at the risk of the contractors as in clause (6) *supra*. If the deposit or part thereof is so forfeited, it shall be immediately made good by the contractor.

SALE OF BAMBOOS.

Notification dated 31st August 1929.

It is hereby notified for general information that the right of collection and removal of bamboos in the undermentioned forests of the Bhadravati Division for the year 1929-30, will be sold by public auction by the District Forest Officer or any other officer deputed by him on the dates and places and subject to the conditions mentioned below :—

Name of range	Name of Forest	Description of Block	Minimum quantity to be purchased		Place of sale	Date of sale	Remarks
			Big bamboos	Small bamboos			
Narasimharaja pura.	Malandurgudda ..	..	3,000	10,000	Sandal Koti, Chikmagalur.	30-9-1929	Except Garage all other Bamboos are included.
	Aramballi ..	..	3,000	20,000			
	Kusgal ..	..	2,000	2,000			
	Megaramakki ..	..	..	2,000			
	Muduguni ..	..	2,000	2,000			
Tadasa .. Muthodi ..	Tadasa ..	..	5,000	15,000			
	Muthodi ..	..	5,000	15,000			
	Jagar ..	..	..	15,000			
	Kagemanegere ..	..	5,000	10,000			
Channagiri ..	Kukevada Ubrani Forest.	..	..	20,000	Channagiri Range Forest Office.	27-9-1929	

The sale will commence at 2 P.M. precisely, on each day, if it is not concluded on the same day and will be subject to the confirmation of the District Forest Officer in case of bids of Rs. 1,000 and below and of the Conservator of Forests in other cases.

N.B.—It should be clearly understood that the contractor should make his own arrangements for the removal of Bamboos, etc.

2. Each bidder shall before he is permitted to bid be required to furnish a solvency certificate under the Thangadi Sale Rules and deposit a sum of Rs. 50 as earnest money with the officer conducting the sale. The deposit will be returnable to him at the close of the sale if his bid is not accepted. The person whose bid is accepted shall immediately after the close of the sale pay 25 per cent of the bid amount less the deposit already paid together with the local cess, railway cess and education cess on the full sale amount, failing which, the right will be resold or worked by the department at the risk of the defaulting bidder. He will be liable for the loss, if any, that may result by such resale or departmental working, which will be recoverable from him as arrears of land revenue, but he shall not participate in any gain.

3. Defaulters to the department will not be allowed to bid at the sale.

4. The bamboos will be sold by number (*i.e.*, the bidders will have to bid at so much per 1,000 bamboos).

5. Power is reserved to the District Forest Officer or such other Officer conducting the sale as may be deputed by the District Forest Officer to accept or reject any bid without assigning any reason therefor.

6. Within a week from the date of intimation regarding the confirmation of the sale, the person whose bid is accepted, shall deposit as security a sum of Rs. 50 or 25 per cent of the sale amount whichever is less for each block as security towards the due fulfilment of the contract. He shall also pay within that period the remaining 75 per cent of the contract amount due by him and shall execute an agreement, on a stamped paper of proper value accepting the above terms specified below, failing which, the amount already paid will be forfeited to Government and the produce resold or worked by the department at his risk as noted in clause (2) *supra*. The security deposit or the balance thereof as may remain over shall be repayable to the contractor on his producing proof relieving him of any liability under the contract. Interest at 9 per cent per annum will be charged on all arrears of lease amount to be paid after the due date but before the resale.

The following are the further conditions to which the contractor should bind himself :—

CONDITIONS.

(*a*) That the bamboos shall be collected or stored outside the block at such place or places as may be fixed by the Range Officer concerned and allowed to be removed on check by him and after a permit to remove is issued. Removal without such permits will be an offence to be dealt with according to law.

(*b*) That the purchaser shall not cut bamboos outside the limits of the block to which the lease refers and not exploit immature clumps less than three years old.

(*c*) That the lessee will be personally responsible for the acts of his agents, servants, or coolies employed in the cutting, collection and removal of bamboos and for

preventing the cutting of clumps under two years, by himself, his agents, servants or coolies.

(*d*) That he shall not sublet the contract to anybody or appoint any agent to work for him except with the written sanction of the District Forest Officer.

(*e*) That he shall have no right whatsoever over the block and over the bamboos paid for but left unremoved in any of the blocks after the 30th June 1930.

(*f*) That he shall accept the minimum quantity fixed in the notification as available in the block concerned and shall have no claim on the department for any deficit that may be found. If he removes any quantity above the minimum fixed with the lease period, he shall pay for the excess quantity at auction sale rates.

(*g*) That he shall abide by such orders as the District Forest Officer may issue regulating the transport of bamboos to and collection at their rafting stations.

(*h*) That he shall abide by the rules of the department as regards the kindling of fires and shall hold himself responsible for any forest offences committed by his agents, employees or workmen.

(*i*) That he or his men shall not enter the forest after sunset and before sunrise.

(*j*) That he shall maintain a register in the form prescribed by the District Forest Officer showing the number of bamboos removed and shall keep it open for the examination of Forest Officers above the grade of guards.

(*k*) That he understands that the sale does not prohibit the issue of retail licenses at seigniorage rates or the exercise by the villagers of their rights in the Forests.

(*l*) That for any breach of any of the conditions of the contract by the contractor or his agents, the contract shall be void at the option of the District Forest Officer and that the latter may, after issuing to the contractor a notice of cancellation of contract enforce forfeiture of all or any part of the deposit and shall resell the right or work it departmentally at the risk of the contractor as in clause (2) *supra*. If the deposit or part thereof is so forfeited it shall be immediately made good by the contractor.

C. H. EAGLES,
District Forest Officer.

KADUR FOREST DIVISION.

Notification dated 31*st August* 1929.

It is hereby notified for general information that the exclusive right of collecting Tangadi (cassia auriculata) and Kakke (cassia fistula) barks on all Government unoccupied lands and State Forests from 1st July 1929 to 30th June 1931 in the *Mudgere Taluk* will be sold by public auction at the Taluk Office, Mudgere by the Deputy Commissioner, Kadur District with the help of the District Forest Officer, Kadur Division, on Saturday the 28*th day of September* 1929.

Remarks.—Includes produce on all Government unoccupied Lands, Amrut Mahal Kavals, Plantations and State Forests and excludes the produce of Inam, Jodi, Kayamgutta, Sarvamanya, Kandayam and other lands which are in the occupancy of private individuals.

N.B.—Removal of Kakke bark in plantations is prohibited.

The Government will not make any extra demand for lands resigned from occupation and the lessee shall not be entitled to any rebate on account of lands taken up for cultivation during the currency of the lease.

2. Each tender should be superscribed "Tender for the purchase of Tangadi and Kakke Barks" and should be accompanied by a deposit of Rs. 200 in currency notes which will be returned in the case of unsuccessful tenderers. Each tenderer should produce a solvency certificate form the Amildar of the Taluk in which he resides in regard to his solvency.

3. Tenders from defaulters on account of previous leases will not be accepted.

4. The highest tenderer shall ordinarily be the purchaser.

5. The Chief Conservator of Forests reserves to himself the right to accept or reject the highest or any other tender without assigning any reason therefor.

6. The names of accepted tenderers will be put up on the Notice Board of the Office of the Chief Conservator of Forests in Mysore, Bangalore, and this must be accepted as sufficient intimation of the fact.

7. Within three days of the acceptance of tender, the purchaser shall credit into the Government Treasury, one-quarter of the total sale amount including the deposit of Rs. 200, together with local, railway and other cesses, *on the full lease amount* at the rates prevailing in the District. In default, the deposit already made will be forfeited and the right resold either by auction sale, or inviting tenders. Such resale will be at the risk of the defaulting purchaser who will be liable to make good any loss that may result to Government by it, but will have no claim to any surplus accruing therefrom. Such losses shall be recoverable as an arrear of land revenue.

8. Within three days of the notice of acceptance of the tender, the successful tenderer shall execute an agreement at one for each unit with one or more sureties to the satisfaction of the District Forest Officer of the District concerned on a stamped paper of the value of ten annas procured at his own cost, and also furnish a security deposit of Rs. 500 or one-quarter of the sale amount, whichever is less, for each unit, for the due fulfilment of the conditions of the contract in the shape of Government Savings Bank Deposit. In default either to execute the agreement with the necessary sureties or to furnish the required security or both, the contract will be cancelled, all the moneys already paid forfeited to Government and the right resold either by auction sale or inviting tenders, at the defaulter's risk. He shall have no claim to any surplus accruing from such resale, but shall be liable for the loss arising therefrom which will be recovered as an arrear of land revenue under section 79 of the Mysore Forest Regulation After executing the agreement and furnishing the security, the successful tenderer shall before entering on the collection of the bark, obtain from the District Forest Officer a permit in the prescribed form authorising him to commence the bark collection.

N.B.—(*i*) The solvency and the respectability of the sureties should be proved to the satisfaction of the District Forest Officer and the sureties shall be held responsible for all payments to be made under the lease and for the due fulfilment of all the conditions of the contract.

(*ii*) A sample form of the agreement may be seen at any of the District Forest Offices.

9. The balance of the sale amount shall be paid in three equal instalments at intervals of four months as follows:—

1st instalment	on or before		1st November 1929.
2nd	do	do	1st March 1930.
3rd	do	on the	1st July 1930 or the next working day if 1st July 1930 is a general holiday.

10. In default to pay the instalments on the due dates, his contract shall be cancelled and the right resold, the defaulter being liable for any deficit in the amount due to Government less the amount already paid. He shall have no claim on the surplus accruing from such resale, but shall be liable to the loss arising therefrom which shall be recovered as an arrear of land revenue, under section 79 of the Mysore Forest Regulation, or any other law for the time being in force. Interest at 9 per cent per annum will be charged on all arrears of lease amount permitted to be paid after the due date but before the resales.

11. No concession of any kind will be shown to the contractor for loss on any account.

Further conditions to be entered in the agreement are:—

(*a*) The lessee shall hold himself, responsible to prevent the cutting of tender stems under one year by himself, his servants or agents.

(*b*) The lessee shall furnish a list of sub-contractors, agents or maistries and servants who may be appointed by him for the collection of the bark.

(*c*) The lessee shall work out the lease himself and not transfer or sublet it to others without the previous sanction of the Chief Conservator of Forests.

(*d*) The barked wood shall be the property of the lessee.

(*e*) The coolies employed by the lessee must take permits from the Range Officers when they enter State Forests.

(*f*) The lessee shall keep accounts showing the quantity of the bark collected and removed in accordance with the lease and permit the inspection of such accounts by any Forest Officer of and above the rank of a Ranger having jurisdiction within the area referring to the lease, and officers of the Revenue and Police Departments of and above the rank of an Amildar or Police Inspector, respectively.

(*g*) The lessee shall render every month to the District Forest Officer in the prescribed form an account of the number of cart-loads of tangadi and kakke barks, collected and carted during the month.

(*h*) The lessee shall provide printed licenses and passes in triplicate for the collection and for the export of the bark under his signature. In the latter case, each cart-load must be covered by a pass. These licenses and passes which will be in books shall be obtained from the Range Forest Officer and will have a seal of the District Forest Officer, impressed. The duplicate copies will be submitted to the Range Forest Officer, on the day on which the license or pass is issued. When the books are completed, the counterfoils should be returned to the District Forest Officer through the Range Forest Officer and fresh supply obtained.

Note.—(*i*) Forest forms approved in Government Order No. G. 6119-21—Ft. 178-28-2, dated 20th November 1928, shall be used.

(*ii*) Unused licenses and books remaining with the lessee on 31st July 1931, shall be returned to the District Forest Officer and before the lessee claims the refund of the security deposit.

(*i*) The lessee or sub-lessee, his agents or maistries and servants shall be held responsible for any fires caused by negligence either by themselves or by their workmen and shall prevent the occurrence of fires in the forests in which they may be working and render prompt assistance in extinguishing such fires as may break out accidentally.

(*j*) They will also be liable under the Forest Regulation, irrespective of any action that may be taken under the contract.

They shall remove out of the limits of the District before the 31st July 1931, all bark collected and stored under the terms of the lease.

(*k*) Neither the lessee or sub-lessee nor his employees shall enter the State Forests either before sunrise or after sunset.

(*l*) No collection of the bark will be permitted in the State Forests, during the fire season, *i.e.*, from the 15th February to end of April of each year.

(*m*) The lessee or sub-lessee shall not interfere with the recognised rights of inamdars.

(*n*) The lessee or sub-lessee shall hold himself responsible for the acts of his agents or servants in the business of collection and transport.

12. In the event of breach of any of these conditions, the lease will be cancelled or the security amount forfeited in whole or in part or both these penalties will be enforced at the discretion of the Chief Conservator of Forests. In the case of mere forfeiture of the security deposit amount, the difference will be made good immediately by the contractor, and in the case of the cancellation of the lease, the right will be resold, the lessee not being entitled to moneys already paid by him or for the subsequent excess realisations by resale, the deficit if any, that may result from such resale being recovered from him as an arrear of land revenue.

S. VENKATAVARADIENGAR,
District Forest Officer.

CHITALDRUG DISTRICT.

NOTIFICATION OF SALE OF STONE.

Dated 4th September 1929.

It is hereby notified for the information of the public that the right of quarrying building stones and slabs in the reserved lands, Plantation and Amrut Mahal Kavals of the Challakere Taluk, till the end of June 1930, will be sold in auction by the District Forest Officer or any Forest Range Officer, deputed by him noted below:—

Locality	Produce	Place of sale	Date of sale
Challakere Plantation	Stone	Challakere	28th September 1929.
Challakere Reserve Land			
Varavu Amrut Mahal Kaval ..			
Ulluvarti Kaval			
Doddachellur, State Forest ...			
Obenahalli do ..			
Amrut Mahal Kavals round Parasurampur.			
Pagadalabande Amrut Mahal Kavals ...			
Kurupathippe			
Kallukaval			
Choulur			

Condition of sale.

1. Each bidder must deposit Rs. 25 as earnest money before he is allowed to bid.

2 At the close of the sale the sale amount in full with cesses should be paid deducting the earnest money paid by the highest bidder and the earnest money tendered by the unsuccessful bidders will be returned.

3. Within seven days after the receipt of the intimation of the confimation of sale the highest bidder should deposit 25 per cent of the sale amount as security deposit and execute a bond on Re. 0-10-0 stamp paper. Failure will involve the cancellation of the lease and forfeiture of all moneys paid and resale of the lease held at the risk of the original purchaser.

4. The lease should not be sublet without the written permission of the District Forest Officer, Chitaldrug.

5. The lessee should keep account of stones quarried and render monthly account to the Range Officer, Molakalmuru.

6. No damage should be done to the tree growth or grass by cutting or burning it and if done he shall pay a fine of Rs. 10 per tree or per acre damaged.

M. V. NARASIMHAIYA,
District Forest Officer.